

**Exhibit B**

**Redline**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
JOANN INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 25-10068 (CTG)
	)	(Jointly Administered)
Debtors.	)	Re: Docket Nos. 429 and <del>819</del> <a href="#">819</a>

**TWELFTH ORDER AUTHORIZING THE DEBTORS TO REJECT  
CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

Pursuant to and in accordance with the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 429] (the “Procedures Order”)<sup>2</sup> entered in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and it appearing that the *Twelfth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases* [Docket No. ~~819~~[819](#)] (the “Rejection Notice”) satisfies the requirements set forth in the Procedures Order; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Procedures Order.

Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Rejection Notice in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Rejection Notice is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Rejection Notice and opportunity for a hearing on the Rejection Notice were appropriate and no other notice need be provided; and this Court having reviewed the Rejection Notice; and this Court having determined that the legal and factual bases set forth in the Rejection Notice establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Contracts set forth in Exhibit 1 attached hereto are hereby rejected as of the Rejection Date established in the Rejection Notice; *provided, however*, if any such Contract is an unexpired lease of non-residential real property (a "Lease"), the rejection effective date shall be the later of (a) the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty may agree and (b) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing, with email being sufficient, of the Debtors' surrender of the premises and (i) turning over keys, key codes, and security codes, if any, to the affected landlord or (ii) notifying the affected landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises (the "Rejection Effective Date").

2. Any and all property located on the Debtors' leased premises on the Rejection Effective Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. The applicable Contract counterparty

or counterparties may, in their sole discretion and without further notice or further order of this Court, utilize and/or dispose of such property without further notice or liability to the Debtors or consenting third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. If any affected Rejection Counterparty to a Contract asserts a claim against the Debtors arising from the rejection of the Contract, the Counterparty must file a proof of claim on or before the later of (a) the applicable deadline for filing proofs of claim established in these chapter 11 cases and (b) thirty (30) days after the later of (i) the Rejection Date or, in the case of a Lease, the Rejection Effective Date and (ii) the date of entry of this Order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

4. Nothing contained in the Rejection Notice or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Rejection Notice or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on

property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Rejection Notice shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

6. Notice of the Rejection Notice as provided therein shall be deemed good and sufficient notice of such Rejection Notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. Notwithstanding anything to the contrary herein, the Debtors are authorized to remove any Contract from the schedule to the Rejection Notice at any time prior to the Rejection Date.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Exhibit 1**

**Rejected Contracts**

No.	Rejection Counterparty	Debtor Party	Description of Contract <sup>1</sup>	Rejection Date
1	LILAC MGMT LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326941 - DATED 07/25/2023	4/30/2025
2	LINK LOGISTICS, LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 12/24/2024	4/30/2025
3	LOOSE ENDS PROJECT CHARITY	Jo-Ann Stores, LLC	SERVICE AGREEMENT RENEWAL DATED 01/01/2025	4/30/2025
4	LYLOVE STUDIO LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C289483 - DATED 06/28/2022	4/30/2025
5	MAEGAN BELLASSAI	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326463 - DATED 07/06/2023	4/30/2025
6	MALLORY MUDDIMAN	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 11/20/2023	4/30/2025
7	MALLORY MUDDIMAN	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C322451 - DATED 11/20/2020	4/30/2025
8	<del>MARCTE INC</del> <del>Jo-Ann Stores, LLC</del> <del>SERVICE AGREEMENT - C318216 - DATED 01/31/2019</del> <del>4/30/2025</del> [Left Intentionally Blank]			
9	MARGARET KAISER	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 11/16/2022	4/30/2025
10	MARKET DOJO LTD	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C327647 - DATED 07/12/2024	4/30/2025
11	MARWEDEL, MINICHELLO & REEB, P.C.	Jo-Ann Stores, LLC	SERVICES AGREEMENT DATED 01/09/2025	4/30/2025
12	MARYORITH MORENO	Jo-Ann Stores, LLC	Service Agreement Dated 01/06/2022	4/30/2025
13	MC CONSTRUCTION MGT INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C280767NEW - DATED 05/02/2016	4/30/2025
14	<del>MELISSA LANGLYTLE</del> <del>Jo-Ann Stores, LLC</del> <del>SERVICE AGREEMENT - C325775 - DATED 01/10/2023</del> <del>4/30/2025</del> [Left Intentionally Blank]			
15	MIDWEST BIOCLEAR INC.	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C310550 - DATED 03/31/2015	4/30/2025
16	MIDWEST RETAIL SERVICES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C293859 - DATED 01/14/2022	4/30/2025
17	MIDWEST RETAIL SERVICES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 01/14/2023	4/30/2025
18	[Left Intentionally Blank]			
19	MONICA MOTA	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324208 - DATED 02/20/2020	4/30/2025
20	MONTGOMERY AREA CHAMBER OF COMMERCE	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325763 - DATED 08/01/2022	4/30/2025
21	MR GRIEVES ORIGINALS	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325793 - DATED 02/07/2023	4/30/2025
22	NABEELA WALID NAJJAR	Jo-Ann Stores, LLC	Service Agreement Dated 01/05/2022	4/30/2025
23	NABIHAH AHMAD	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326478 - DATED 07/06/2023	4/30/2025

<sup>1</sup> The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

No.	Rejection Counterparty	Debtor Party	Description of Contract <sup>1</sup>	Rejection Date
24	NASDAQ CORPORATE SOLUTIONS LLC	JOANN Inc.	MASTER SERVICE AGREEMENT DATED 02/23/2021	4/30/2025
25	NESCO RESOURCE LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 02/14/2022	4/30/2025
26	NORTH AMERICAN PLASTICS & CHEMICALS CO INC	Jo-Ann Stores, LLC	STORE SUPPLIES SERVICE AGREEMENT DATED 12/17/2023	4/30/2025
27	NUTMEG INDUSTRIES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C293866 - DATED 07/01/2013	4/30/2025
28	OLIVIA RESING	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 08/22/2022	4/30/2025
29	OMEGA BENEFITS INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 01/01/2023	4/30/2025
30	OMEGA BENEFITS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C323681 - DATED 11/01/2021	4/30/2025
31	PANAGOS KENNEDY PLLC	Jo-Ann Stores, LLC	ENGAGEMENT LETTER DATED 05/15/2023	4/30/2025
32	PAULA K GARDEN DANCIE	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 08/17/2022	4/30/2025
33	PERISCOPEART INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324347 - DATED 03/17/2022	4/30/2025
34	PRINT STORIES	Jo-Ann Stores, LLC	Service Agreement Dated 01/05/2022	4/30/2025
35	PTA ENGINEERING INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C322450 - DATED 10/19/2020	4/30/2025
36	PTA ENGINEERING INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 02/26/2024	4/30/2025
37	QUALTRICS LLC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 02/02/2023	4/30/2025
38	QUALTRICS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C307960 - DATED 05/27/2014	4/30/2025
39	R & R GRAPHICS INC.	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C216050 - DATED 02/03/2019	4/30/2025
40	R & R GRAPHICS INC.	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 02/04/2022	4/30/2025
41	RAFTERONE ACQUISITION LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 01/00/1900	4/30/2025
42	RESTORATION SERVICES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326440 - DATED 06/02/2023	4/30/2025
43	RESULTICKS SOLUTION INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 01/09/2023	4/30/2025
44	RIBV HOLDINGS LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 03/05/2021	4/30/2025
45	RICHARD B. SCHULTZ	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324723 - DATED 05/01/2022	4/30/2025
46	<del>ROBERT JOHN MAHAR JR</del> <del>Jo-Ann Stores, LLC</del> <del>SERVICE AGREEMENT - C327918 - DATED 09/01/2024</del> <del>4/30/2025</del> <i>[Left Intentionally Blank]</i>			
47	ROSANNE J MYERS	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 11/26/2022	4/30/2025
48	SACHARA CONSTRUCTION LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C322172 - DATED 09/08/2020	4/30/2025
49	SAFETY-KLEEN SYSTEMS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C288195 - DATED 10/28/2015	4/30/2025
50	SARAH NISBETT	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324035 - DATED 01/15/2022	4/30/2025
51	SCHOOLHOUSE OUTFITTERS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C301851 - DATED 07/01/2013	4/30/2025
52	SCHOOLHOUSE OUTFITTERS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 04/01/2022	4/30/2025



No.	Rejection Counterparty	Debtor Party	Description of Contract <sup>1</sup>	Rejection Date
53	SEI INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C294851 - DATED 08/01/2015	4/30/2025
54	SGS NORTH AMERICA INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C307880 - DATED 01/09/2020	4/30/2025
55	SIAN-AMY BALDOCK	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 01/21/2023	4/30/2025
56	SOPHIA CUDWORTH	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 07/07/2023	4/30/2025
57	Space 150	Jo-Ann Stores, LLC	Statement of Work Dated 03/21/2022	4/30/2025
58	SPACE 150 INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 05/01/2022	4/30/2025
59	SPACE 150 INC	Jo-Ann Stores, LLC	MASTER SERVICES AGREEMENT DATED 05/01/2022	4/30/2025
60	SPIEGEL DESIGN GROUP INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325025 - DATED 07/25/2022	4/30/2025
61	SQUIRE, SANDERS & DEMPSEY L.L.P.	Jo-Ann Stores, LLC	ENGAGEMENT LETTER DATED 05/25/2006	4/30/2025
62	SQUIRE, SANDERS & DEMPSEY L.L.P.	Jo-Ann Stores, LLC	ENGAGEMENT LETTER DATED 05/25/2006	4/30/2025
63	STEFFI LYNN LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C328010 - DATED 10/25/2024	4/30/2025
64	STUDIO SETTE SRL	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C319897 - DATED 06/01/2023	4/30/2025
65	SUZANNE MCGURK	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 02/17/2022	4/30/2025
66	SUZANNE MCGURK	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C305306 - DATED 02/17/2016	4/30/2025
67	SWEET BUTTER COCO LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324222 - DATED 02/28/2022	4/30/2025
68	<del>TAMISHA ANTHONY</del> <del>Jo-Ann Stores, LLC</del> <del>SERVICE AGREEMENT - C326995 - DATED 11/10/2023</del> <del>4/30/2025</del> [Left Intentionally Blank]			
69	TARA CUSTER	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 09/08/2019	4/30/2025
70	TARA CUSTER	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 09/10/2022	4/30/2025
71	TARA REED	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324400 - DATED 04/04/2022	4/30/2025
72	<del>TERRY ROBERTSON</del> <del>Jo-Ann Stores, LLC</del> <del>SERVICES AGREEMENT DATED 11/30/2023</del> <del>4/30/2025</del> [Left Intentionally Blank]			
73	TESSA DE GUYTENAER	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325587 - DATED 12/08/2022	4/30/2025
74	THE COLORFIELD DESIGN STUDIO INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C321056 - DATED 04/28/2023	4/30/2025
75	THE GROOMSMEN LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 08/27/2019	4/30/2025
76	THE SIEGFRIED GROUP LLP	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 06/22/2020	4/30/2025
77	TIFFANY SOEBROTO	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326610 - DATED 07/06/2023	4/30/2025
78	TRNA NEWCO INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C313096 - DATED 01/30/2018	4/30/2025
79	UNITED STATES PLASTIC CORP	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C306432 - DATED 10/27/2015	4/30/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract <sup>1</sup>	Rejection Date
80	VERYABLE INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT EXTENSION DATED 06/01/2023	4/30/2025
81	VERYABLE INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C321957 - DATED 06/01/2020	4/30/2025
82	VICTORIA AILSA PHILLIPS	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325342 - DATED 10/17/2022	4/30/2025
83	WILLIAM B CHATLOSH	Jo-Ann Stores, LLC	Service Agreement Dated 01/03/2022	4/30/2025
84	WORKFRONT INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C318410 - DATED 09/28/2019	4/30/2025
85	WORLDWIDE RETAIL SOLUTIONS INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 02/16/2022	4/30/2025
86	YORK DESIGN HOUSE PTY LTD	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324443 - DATED 04/12/2022	4/30/2025
87	FRANTZ WARD LLP	Jo-Ann Stores, LLC	ENGAGEMENT LETTER DATED 06/01/2022	4/30/2025
88	EMPLOYBRIDGE HOLDING CO	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C317245 - DATED 06/01/2022	4/30/2025
89	TINUITI INC	Jo-Ann Stores, LLC	AMENDMENT NO. 1 TO SCHEDULE A STATEMENT OF WORK #1 DATED 01/22/2023	4/30/2025
90	TINUITI INC	Jo-Ann Stores, LLC	AMENDMENT NO. 1 TO SCHEDULE A STATEMENT OF WORK #2 DATED 10/10/2024	4/30/2025
91	TINUITI INC	Jo-Ann Stores, LLC	MASTER SERVICES AGREEMENT DATED 11/15/2022	4/30/2025
92	TINUITI INC	Jo-Ann Stores, LLC	SCHEDULE A - STATEMENT OF WORK #2 DATED 11/15/2022	4/30/2025
93	TINUITI INC	Jo-Ann Stores, LLC	SCHEDULE B - STATEMENT OF WORK #1 DATED 05/10/2024	4/30/2025
94	TINUITI INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 11/01/2024	4/30/2025
95	TINUITI INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325519 - DATED 11/11/2022	4/30/2025
96	UNITED STAFFING ASSOCIATES LLC	Jo-Ann Stores, LLC	RECRUITING SERVICE AGREEMENT DATED 09/15/2022	4/30/2025
97	UNITED STAFFING ASSOCIATES LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C295152 - DATED 07/05/2018	4/30/2025
98	SUN LIFE ASSURANCE CO OF CANADA	Jo-Ann Stores, LLC	Master Service Agreement Dated 02/01/2022	4/30/2025
99	Sun Life Assurance Company of Canada	Jo-Ann Stores, LLC	Master Service Agreement Dated 02/01/2022	4/30/2025
100	AMERICAN LEBANESE SYRIAN ASSOC INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C301991 - DATED 10/15/2017	4/30/2025